

RFP NO : 01/EC/UPNEDA/SDA/2019

SUMMARISED QUERIES OF VARIOUS FIRMS AND RESPONSE OF UPNEDA

1. Feed Back Infra Pvt. Ltd.

S. No	Clause No.	Existing Clause	Query/ Request for Relaxation	Response of UPNEDA
1.1	6.2.1.	No JV/ Consortium allowed	It is requested to the tendering agency to allow consortium for participating in tender. The companies dealing with core energy efficiency/ conservation may or may not have the relevant firm wise expertise in dealing with Power Plants and other energy intensive industries which are a potential areas of energy efficiency and conservation. Allowing JV/ Consortium will enable firms with wide & varied experiences combining to provide best solutions and services to UPNEDA	Condition in RFP will prevail
1.2	8.3.1.4.1.	C1. Experience of executing projects for enforcement of Energy Conservation Act 2001 (completed or ongoing) with atleast one project completed. Such assignment must have been completed or awarded in last five years. Completion certificate or LoA is to be provided	It is requested to the tendering agency to revise the clause as below: Experience of executing projects for enforcement of Energy Conservation Act 2001 (completed or ongoing) with atleast one project completed. Completion certificate or LoA is to be provided The same will enable the firms with credentials who pioneered the enforcement of Energy Conservation Act and Energy Efficiency to participate in the tender, which will be of greater benefit to UPNEDA	Clause and suggestions are almost same, only difference in understanding the clause. Hence Condition in RFP will prevail
1.3	8.3.1.4.3.	Average annual turnover of the firm in the field of Energy Conservation (Average of FY 15, FY 16 and FY 17)	Activities related to Energy Conservation and Energy efficiency are often coincides with technical, O&M and PMC services offered to Power Plants and other energy extensive industries. In this regard allowing the companies with annual turnover in energy related activities may be allowed and the clause may be changed as: Average annual turnover of the firm in the field of Energy related services to Power Utilities (Power Plants, Discoms and Transmission companies) (Technical, O&M, PAT and PMC) (Average of FY 15, FY 16 and FY 17)	Condition in RFP will prevail

S. No	Clause No.	Existing Clause	Query/ Request for Relaxation	Response of UPNEDA
1.4	4.12 of Output/Deliverables to be provided by the PMU	Meeting cum workshop	It is requested to clarify whether, the workshop facilities be provided by UPNEDA or the cost related to logistics and invitation of delegates needs to be borne by the PMC (Bidder)	Logistics by UPNEDA, Venue will be decided by UPNEDA, Lucknow. Identification of stakeholders. Preparation of invitation letters, Minutes of Meetings, Presentation on Workshops, Course Material and workshop proceedings etc. will be done by the PMC.
1.5		Short Closing of Contract: UPNEDA reserves the right to short close/terminate the contract without assigning any reason thereof. In the event of short closing/termination of contract, payments due to the firm (Consultant) shall be limited of the services completed by them up to the date of termination.	It is requested to the tendering agency to amend the clause accordingly which would enable the consultant firm also to short close/ terminate the contract, with the payment part remaining unchanged.	Condition in RFP will prevail
1.6	10 of Detailed Terms of Reference for Consultant and Scope of Service and Deliverables	Liquidated Damages (LD): In case of delay at any stage in execution of contract, due to reasons solely attributable to Consultant beyond the time schedule as agreed or any extension granted thereof by UPNEDA, LD @ 0.50% (half per cent) per week (seven days or part thereof) of the payments due for that stage subject to maximum of 10% (ten per cent) of the total value of payment due for that stage shall be imposed. Provided, however, LD will not be levied in Force Majeure event.	It is requested to the tendering agency to clarify that, No capping on the overall maximum liability of the consultant As per industry standards, the liability of the Consultant shall be limited up the Performance Bank Guarantee in PMC assignments. Hence, it is requested to UPNEDA to amend the clause accordingly.	Condition in RFP will prevail as Liquidity damage is for individual assignments hence it will be less than the performance bank guarantee.
1.7	13 of Detailed Terms of Reference for Consultant and Scope of Service and Deliverables	If any question, dispute or difference what so ever shall arises between “UPNEDA” and the contractor/ Bidder, in the connection with the Agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary,	As per the Arbitration and conciliation Act, 1996, each party shall have a right to appoint one arbitrator each and both the appointed arbitrators may appoint the third presiding arbitrator. Hence it is requested to the Tendering agency to amend the clause accordingly.	Condition in RFP will prevail. Each party will appoint its own lawyer, however there will be only one arbitrator appointed by the UP Government through Principal Secretary Department of Additional Sources of Energy.

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		Department of Additional Sources Of Energy ,Government of Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Arbitration and Conciliation Act, 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties.		
1.8	5	Terms of Payment: PMC have to quote a fixed Monthly retainership fees in the Financial Proposal for providing PMU Services. The Consultant is required to quote lump sum Monthly rate for all resource s collectively, which shall be applicable for two years period. Completion of Contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment on quarterly basis.	It is requested to the tendering agency that, to change the payment entitlement to monthly basis. Since it is a Retainership assignment and 2 personnel would be stationed in Lucknow and 3 personnel and additional support staff would be supporting the stationed team for significant part of the month. In case of Retainership, the monthly salaries of the retainer staff would be met by the monthly fee. If the payment shall be made quarterly, we have raise working capital from lenders, which may increase the cost of assignment/ consultancy fee.	Condition in RFP will prevail

2. Price water house Coopers Private Limited (PWC)

Sr. No.	Clause No	Existing Clause	Query	Response of UPNEDA
2.1	Section 6.11.3 (Page 13)	The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.	Do we have to submit the hard copy of complete technical proposal or only EMD and Bid processing fee?	Yes, Hard copy of complete bid document duly signed and stamped along with all enclosures, bid processing fees and EMD etc. has to be enclosed
2.2	Section 8.3.1.4.2 (E2) (Page 18)	Onsite resource (stakeholder communication and transaction expert). Qualification: Degree/ diploma in mass communication.	We have experts with over 4 years of experience in communication and transaction. But, they do not have degree/diploma in mass communication. We request you to relax the degree qualification for experienced candidates.	Condition in RFP will prevail

Sr. No.	Clause No	Existing Clause	Query	Response of UPNEDA
2.3	TOR Section 4.1 (Page 25)	Quarter 1: Preparation of DSM plan for all the DISCOMs along with report related to IEC activities.	Will UPNEDA share already completed DSM study reports?	UPNEDA do not have any DSM study report. DSM report or any other relevant documents, if any, can be availed by PMC from individual DISCOM and/or UPPCL.
2.4	TOR Section 4.2 (Page 25)	Carry out energy saving potential estimation across various sectors including industries, SME Sectors, Transport, Govt.Dept./ Organizations including Jal Nigam, MandiParishad etc., identification of areas for Energy Conservation where immediate action can be taken and to fix targets of capacity avoidance. (2nd quarter) (Deliverable:Draft Report).	Is the consultant expected to conducted sample studies or use data from already existing studies? In case the consultant is expected to conduct studies, will they be walk through or detailed study with measurements?	PMC is required to get data from various resources as well as required to do the study through walk through survey. Detailed study not required.
2.5	TOR Section 4.12 (Page 26)	Meeting cum workshop with concerned stakeholders will be organized at UPNEDA head office Lucknow, prior to preparation of draft report of the quarterly deliverables. Thus, this workshop/Meeting will be organized in every quarter.	What is expected duration of the quarterly meeting cum workshop? Is the consultant expected to arrange logistics for the workshop? Such as printing of documents, catering, venue cost, AV equipment, etc.	Mostly workshop will be of half day duration for concern stakeholders, however duration may change as per the then condition. Logistics by UPNEDA, Venue will be decided by UPNEDA, Lucknow. Identification of stakeholders, preparation of invitation letter, Minutes of Meetings, Presentation on Workshops, Course Material and workshop proceedings etc. will be done by the PMC.
2.6	TOR Section 5 (Page 29)	The quarterly payment shall be adjusted of any absence, or change in resources as discussed.	What would be the leave entitlement of onsite resource per annum? (excluding government holidays). Will the leaves taken by onsite resource within the leave entitlement limit be subject to adjustment of payment?	Condition in RFP will prevail.
2.7	Part B (Financial Bid) (Page 38)	A separate sheet of cost break-up of category wise manpower cost and other expenses shall be attached with financial proposal (in pdf. format).	There is no specific format provided for cost break-up of category wise manpower cost and other expenses. Would the break-up of total cost in two parts i.e. manpower and others would be sufficient or further details are required?	The clause of cost breakup is being deleted.

3. Siri Exergy Carbon Advisory services

S. No	Clause No.	Existing Clause	Query/ Request for Relaxation	Response of UPNEDA
3.1	6.2..	Essential eligibility criteria	The eligibility criteria mentioned is Rs.30 crores Annual Turnover for the last 3 years. In Energy Consultancy, no organisation will have that much turnover. Only Multinationals who are in other consultancy business like PWC, Deloitte, KPMG etc will only qualify and their primary business is not Energy Efficiency.	Condition in RFP will prevail

4. Dara Shaw

S. No	Reference	Clause	Amendment/ Clarification	Response of UPNEDA
4.1	Section 6: Instruction to Bidder, Clause 6.16 Bid Security (Earnest Money) page 15	The bidder shall furnish, as part of its bid, bid security of Rs 3,00,000 (Three lakhs rupees only) in the form of Bank guarantee issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank	The bidder shall furnish, as part of its bid, bid security of Rs 1,50,000 (One Lakh Fifty Thousand rupees only) in the form of Bank guarantee issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank	Condition in RFP will prevail
4.2	Section 8: Clause 8.3.1.4.2, A2, page 18	<u>Key Personnel</u> Project Director (Offsite) Qualification: B.E/B.Tech + MBA – 3 Marks Experience: 10 years – 4 marks Additional marks – 0.5 mark for each additional year of experience subject to maximum of 3 marks	Project Director (Offsite) Qualification: B.E/B.Tech + MBA – 4 Marks Experience: 10 years – 4 marks Additional marks – 0.5 mark for each additional year of experience subject to maximum of 2 marks	Condition in RFP will prevail
4.3	Section 8: Clause 8.3.1.4.2, B2, page 18	Energy Conservation Expert (Offsite) Qualification: B.E/B.Tech – 2 Marks and Accredited Energy Auditor – 3 Marks --- Total 5 Marks Experience: 10 years – 4 marks Additional marks: Additional 1 marks if the proposed resource is having PhD or	Energy Conservation Expert (Offsite) Qualification: B.E/B.Tech/ B.Sc. - 2 Marks and Accredited Energy Auditor/ certified energy manager - 3 Marks --- Total 5 Marks Experience: 7 years – 4 marks Additional marks: Additional 1 mark if the proposed resource is having Masters qualification	Condition in RFP will prevail

S. No	Reference	Clause	Amendment/ Clarification	Response of UPNEDA																								
		M.Tech qualification																										
4.4	Section 8: Clause 8.3.1.4.2, C2, page 18	DSM Expert (Offsite) Qualification: B.E/ B.Tech - 3 Marks Experience: 8 years – 4 marks Additional marks: Additional 1 marks if the proposed resource is having PhD or M.Tech qualification or Certified Energy Auditor/ Accredited Energy Auditor	DSM Expert (Offsite) Qualification: B.E/ B.Tech/ BSc. – 3 Marks Experience: 5 years – 4 marks Additional marks: Additional 1 mark if the proposed resource is having masters degree or Energy manager	Condition in RFP will prevail																								
4.5	Section 8: Clause 8.3.1.4.3.1, page 18	Average annual turnover of the firm in the field of Energy Conservation (Average of FY 15, FY 16 and FY 17) - INR 2 Cr 2 marks > INR 5 Cr 5 marks > INR10 Cr 10 marks > INR 20 Cr 15 marks > INR 30 Cr 20 marks	Average annual turnover of the firm from advisory services (Average of FY 15, FY 16 and FY 17) - INR 2 Cr 2 marks > INR 5 Cr 5 marks > INR10 Cr 10 marks > INR 20 Cr 15 marks > INR 30 Cr 20 marks	Condition in RFP will prevail																								
4.6	Section 8: e-tender Opening and Evaluation, Clause 8.3.1.5, page 19	Assignment showcased in any one of the sub criteria (under firm's experience criteria) cannot be showcased in other sub criteria.	This clause shall be removed.	Condition in RFP will prevail																								
4.7	Detailed Terms of Reference for Consultant, 5. Bidders Team, page 24-25	<table border="1"> <thead> <tr> <th>S</th> <th>Position</th> <th>Qualification</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Energy Conservation Expert</td> <td>B.E/ B.Tech & Accredited Energy Auditor</td> <td>10 years of experience in Power/ Energy Eff/DSM/ Energy Cons.</td> </tr> <tr> <td>3</td> <td>DSM Expert</td> <td>B.E/ B.Tech</td> <td>8 Years of experience in Energy Eff/ DSM/ Energy Conservation</td> </tr> </tbody> </table>	S	Position	Qualification	Experience	2	Energy Conservation Expert	B.E/ B.Tech & Accredited Energy Auditor	10 years of experience in Power/ Energy Eff/DSM/ Energy Cons.	3	DSM Expert	B.E/ B.Tech	8 Years of experience in Energy Eff/ DSM/ Energy Conservation	<table border="1"> <thead> <tr> <th>S</th> <th>Position</th> <th>Qualification</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Energy Conservation Expert</td> <td>B.E/B.Tech B.Sc. and certified Energy Manager</td> <td>7 years of experience in Power/ Energy Effi/ DSM/Energy Cons.</td> </tr> <tr> <td>3</td> <td>DSM Expert</td> <td>B.E/ B.Tech/ B.Sc.</td> <td>5 Years of experience in Energy Eff/DSM/ Energy Cons.</td> </tr> </tbody> </table>	S	Position	Qualification	Experience	2	Energy Conservation Expert	B.E/B.Tech B.Sc. and certified Energy Manager	7 years of experience in Power/ Energy Effi/ DSM/Energy Cons.	3	DSM Expert	B.E/ B.Tech/ B.Sc.	5 Years of experience in Energy Eff/DSM/ Energy Cons.	Condition in RFP will prevail
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5. ERNST & YOUNG LLP

S. No.	Clause reference	Existing clause	Proposed amendment	Response of UPNEDA
5.1	Clause 6.2 Essential eligibility criteria Sub clause 6.2.3 Page 10	The bidder must have experience of executing at least one Project management consulting assignments in Infrastructure/ Power/ Renewable/ Energy Efficiency & Conservation aspects with team members deployed at client location on continuous basis. The assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	The bidder must have experience of executing at least one Project management consulting assignments in Infrastructure/ Power/ Renewable/ Energy Efficiency & Conservation aspects with <i>minimum two</i> team members deployed at client location on continuous basis <i>and having tenure of 2 Years or more</i> . The assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	Condition in RFP will prevail
5.2	Clause 6.2 Essential eligibility criteria Sub clause 6.2.4 Page 10	The bidder must have experience of executing at least one consulting assignment in the field of Energy efficiency and/or Energy conservation. Such assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided".	The bidder must have experience of executing at least one consulting assignment in the field of Energy efficiency and/or Energy conservation <u>having tenure more than 2 years</u> . Such assignment must have been completed <u>or awarded</u> in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided".	Condition in RFP will prevail
5.3	Clause 8.3 Evaluation 8.3.1 Technical evaluation Sub cause 8.3.1.4 Table S.No. A1 of Firm's Experience Page No. 18	Experience of executing PMU projects (Completed/ Ongoing) in the domain of Infrastructure/ Power/ Renewable/ Energy Efficiency/ DSM/ Energy Conservation. Minimum 01 assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	Experience of executing PMU projects (Completed/ Ongoing) in the domain of Infrastructure/ Power/ Renewable/ Energy Efficiency/ DSM/ Energy Conservation aspects with <i>minimum two</i> team members deployed at client location on continuous basis <i>and having tenure of 2 Years or more</i> . Minimum 01 assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	Condition in RFP will prevail
5.4	Clause 8.3 Evaluation Sub cause	Experience of executing consulting assignment (completed or ongoing) with atleast one assignment in the field of Energy	Experience of executing consulting assignment (completed or ongoing) with atleast one assignment in the field of Energy efficiency and	Condition in RFP will prevail

S. No.	Clause reference	Existing clause	Proposed amendment	Response of UPNEDA
	8.3.1.4 Table S.No. B1 of Firm's Experience (8.3.1.4.1) Page No. 18	efficiency and conservation. Such assignment must have been completed. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	conservation having tenure of 2 Years or more.. Such assignment must have been completed or awarded in last 3 years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	
5.5	Clause 8.3 Sub cause 8.3.1.4 Table S.No. E2 of Key Personnel (8.3.1.4.2) Page No. 18	Onsite resource (Stakeholder Communication and Transaction Expert) Qualification & Experience: Degree/Diploma in Mass Communication with 4 years' experience in relevant field – 6 Mark	Onsite resource (Stakeholder Communication and Transaction Expert) Qualification & Experience: Degree in Mass Communication or MBA with 4 years' experience in relevant field / Diploma in Mass Communication with 7 years' experience in relevant field – 6 Mark	Condition in RFP will prevail
5.6	Clause 8.3 Evaluation 8.3.1.4.3 Financial Capabilities Sub cause 8.3.1.4.3.1 Page No. 18-19	Financial capabilities Average annual turnover of the firm in the field of Energy Conservation (Average of FY 15, FY 16 and FY 17) > INR 2 Cr-----2 > INR 5 Cr-----5 > INR 10 Cr-----10 > INR 20 Cr-----15 > INR 30 Cr-----20	Average annual turnover of consultants (Average of FY 15, FY 16 and FY 17) > INR 30 Cr-----5 > INR 50 Cr-----10 > INR 100 Cr-----15 > INR 200 Cr-----20 Justification : As domain specific annual accounts statements are not being prepared by any consulting organisation. Therefore consulting firms will not be able to submit turnover details from Energy conservation practice specifically. Therefore we request you to consider the turnover from consulting business	Condition in RFP will prevail

6. CRISIL

S No	RFP reference	Clause description	Suggestions/ Clarifications	Response of UPNEDA
6.1	6.2. Essential Eligibility Criteria	6.2.1 No JV/Consortium allowed.	Please allow consortium structure for bidding to strengthen the team and experiences and wider participation. The rationale for this is explained below: <ul style="list-style-type: none"> Not allowing consortium structure will severely limit the participation, as there are very few and select bidders who meet both the turnover criteria (Rs. 30 crs) and the experience criteria (EE & 	Condition in RFP will prevail

S No	RFP reference	Clause description	Suggestions/ Clarifications	Response of UPNEDA
			DSM) <ul style="list-style-type: none"> • Consortium structure will provide more diversity of organizational and team experience and bring advantages of a financial partner and a technical partner being together... hence more stability and value-add. • Any perceived risks of consortium structure can be mitigated by asking bidders to submit a legally binding partnership agreement, where the division between the partners of the scope of work and responsibilities is clearly identified. In any case, Lead Bidder will remain solely responsible to the Client • Consortium structure can be limited to TWO partners to avoid dilution of responsibilities • Most of the recent tenders from other agencies including BEE and other SDAs allow for consortium structure in their tenders, as a standard practice. By allowing consortium structure, UPENDA's tendering process will be following the standard practice, which is a best practice 	
6.2	6.2. Essential Eligibility Criteria	6.2.3 The bidder must have experience of executing at least one Project management Consulting assignments in Infrastructure/ Power/ Renewable/ Energy Efficiency & Conservation aspects with team members deployed at client location on continuous basis. The assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	Please confirm that for completed projects, instead of completion certificate, notarized affidavit will be applicable.	Notarized affidavit allowed as mentioned in the clause
6.3	6.3. Conflict of Interest	6.3.8 A bidder assisting state DISCOMs in Energy conservation or DSM related activities	"Bidder assisting state Discom's in Energy Conservation or DSM activities" ... we assume that this is applicable only for work being done with UP Discom's. Work done for Discom's in other states will not be treated as conflict of Interest.	State DISCOM means UP State DISCOMs.

S No	RFP reference	Clause description	Suggestions/ Clarifications	Response of UPNEDA
6.4	8.3.1 Technical Evaluation	8.3.1.4.1 - Firm's Experience: C1 - Experience of executing projects for enforcement of Energy Conservation Act 2001 (completed or ongoing) with at least one project completed. Such assignment must have been completed or awarded in last five years. Completion certificate or LoA is to be provided	Projects for enforcement of Energy Conservation Act 2001 – please share a few examples of projects which qualify under this criteria?	It is self explanatory and already discussed during the meeting
6.5	8.3.1.4.2	Key Personnel : Onsite resource (Stakeholder Comm and Transaction Expert) Qualification & Experience: Degree/ Diploma in Mass Communication with 4 years experience in relevant field – 6 Mark	The requirement of degree/diploma should be relaxed and due consideration should be given to the relevant experience	Condition in RFP will prevail
6.6	Nil	Nil	Please share draft contract and allow bidders at least 2 days to submit additional queries on the contract structure. The RFP does contain some, but not all , terms and conditions based on which the final contract will be executed.	As discussed during Pre-Bid meeting the conditions given in the bid will be in agreement. No extra condition will be included.

7. KREATE ENERGY (MITTAL PROCESSORS Pvt Ltd.)

S.No	Clause	Particulars	MPPL Comments	Response of UPNEDA
7.1	8.3.1.4.1 A1	Experience of executing PMU projects (Completed/ Ongoing) in the domain of Infrastructure/ Power/ Renewable/ Energy Efficiency/ DSM/ Energy Conservation. Minimum 01 assignments must have been completed in last three years. Completion certificate or Notarized Affidavit (by the consultant) for completed projects, whereas LOA for ongoing projects is to be provided.	We are having work orders for 1. "Hiring of Agencies for walkthrough Audit at various Railway stations of Indian Railways across Pan India for Packet-7 as per RfP" awarded by Energy Efficiency Services Limited (EESL) 2. "Energy Monitoring Dashboard and Open Access Consultancy" awarded by Pacific Maintenance Services Ltd. 3. "Consulting Services for Capacity Building & Support to Afghanistan Renewable Energy Union in the MEW" awarded by German Development Corporation (GIZ) Kindly allow us to technically qualify for this Particular based on the above credentials.	Condition in RFP will prevail
7.2	8.3.1.4.2 E2	Onsite resource (Stakeholder Communication and Transaction Expert) Qualification & Experience: Degree/ Diploma in Mass Communication with 4 years' experience in relevant field – 6 Mark	Kindly replace Degree/ Diploma in Mass Communication with Degree/ Diploma in Power/ Energy	Condition in RFP will prevail

7.3	8.3.1.4.3.1	Average annual turnover of the firm in the field of Energy Conservation (Average of FY 15, FY 16 and FY 17) > INR 2 Cr 2, > INR 5 Cr 5, > INR10 Cr 10 > INR 20 Cr 15, > INR 30 Cr 20	Kindly remove turnover requirement specifically in the field of Energy Conservation. The Average Annual turnover bar shall be raised.	It is for marking purpose, so condition in RFP will prevail
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8. .Medhaj Techno Concept Pvt. Ltd.

S. N	Clause	Present Clauses in the Tender	Our Queries/Suggestions	
8.1	Clause No. (a) & (b) mentioned in table / Page No. 2	a) Bid Processing Fee Rs. 10000+18% GST = 11800.00 b) Earnest Money Deposit Rs. 3,00,000/- (Three Lakhs only)	In this regard we bring to your kind notice that the organizations which are <i>registered with NSIC under Single Point Registration Scheme</i> , are eligible to get the benefits specified under Public Procurement Policy of Micro and Small Enterprises Order 2012 as notified by the GoI, MSME, New Delhi vide. Gazette Notification dated 26.03.2012 (Enclosed- Annexure A) which is as follows: <ul style="list-style-type: none"> • Issuance of tender set free of cost • Exemption from payment of EMD In tender participation micro and small enterprises quoting price within price band L1 + 15% shall also be allowed to supply/provide services a portion up to 20% of requirement by bringing down their price to L1 price where L1 is non MSEs. Earlier the above mentioned benefits have been provided by other state utilities like BSPHCL, NBPDC, BSPTCL ASDMA in the previous tenders. Also, we have previously claimed these benefits from notable PSU's like REC, PGCIL, RITES, MSEDCL etc. <i>Considering the above and Kindly grant us exemption from submission of EMD and Cost of tender document.</i>	Condition in RFP will prevail
8.2	List of Annexures/ Sl. No. 1 & 2/ Page No.: 5	1. Annexure –I Cost of RFP Document Rs. 10000 + 18% GST total Rs. 11,800/- 2. Annexure-II Bid Security -Rs 3,00,000 (Three Lakhs Rupees)		Condition in RFP will prevail
8.3	Clause 5.4.1: Procurement of RFP document/ Page.: 8 & Clause 6.16: Bid Security (Earnest Money)/ Page 15	Cost of RFP document is Rs. 10000 + 18% GST total Rs.11800.00 (Rs. Eleven thousand Eight hundred only) inclusive..... And The bidder shall furnish, as part of its bid, bid security of Rs 3,00,000 (Three lakhs rupees only) in the form of Bank guarantee.....		Condition in RFP will prevail
8.4	Clause No.: 5.4.1. Procurement of RFP document/ Page No.: 8	RFP document may be downloaded from the e-procurement website http://etender.up.nic.in and UP Electronics Corporation's website www.uplc.in . Cost of RFP document is Rs. 10000+18% GST total Rs.11800.00 (Rs. Eleven thousand Eight hundred only) inclusive of all taxes in the form of Demand Draft issued from Nationalized Bank, or State Bank of India or its subsidiary banks in favour of Director UPNEDA, payable at Lucknow to be enclosed with the RFP document on submission.	Request to include reputed scheduled commercial banks. It is hereby requested to accept demand draft and Bank guarantee issued by reputed scheduled commercial banks also towards the cost of tender document and EMD. Accordingly, we suggest to include the criteria as follows: “in the form of Demand Draft/ Bank Guarantee issued from Nationalized Bank, or State Bank of India or its subsidiary banks or reputed scheduled commercial banks ”	In Bank guarantee schedule commercial bank is included. In case of Demand Draft, the clause will be amended as: “Cost of RFP document is Rs. 10000+18% GST total Rs.11800.00 (Rs. Eleven thousand Eight hundred only) inclusive of all taxes in the form of Demand Draft issued from Nationalized Bank, or State Bank of India or its subsidiary banks or scheduled commercial bank in favour of Director UPNEDA, payable at

S. N	Clause	Present Clauses in the Tender	Our Queries/Suggestions	
				Lucknow to be enclosed with the RFP document on submission.”
8.5	Clause No.: 6.16. Bid Security (Earnest Money)/Page No. 15	The bidder shall furnish, as part of its bid, bid security of Rs 3,00,000 (Three lakhs rupees only) in the form of Bank guarantee issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank.		Schedule commercial bank is already included in case of Bank Guarantee
8.6	Clause No.: 6.2.5/ Essential Eligibility Criteria/ Page.: 10 and Point 8.3.1.4.3.1- Financial capabilities/ Page 18	The consultant must have Average annual Turnover of INR 30 Crs (Average of FY 15, FY 16 and FY 17)	We hereby understand that Average annual turnover of INR 30 Crs is against the FY 2015-16, FY 2016-17 and FY 2017-18.	Indian organisation financial year will be upto 31 st March and Foreign organisations upto December..
8.7	Clause No.: 8.3.2.5/ Financial Evaluation/ Page No.: 19	Under QCBS proposal, the technical proposals will be allotted weightage (T) of 80% while the financial proposals will be allotted weightage (P) of 20%	It is submitted that the firms with a high technical score will quote a higher rate in the financial bid which will not be in the interest of the Department. We would also like to submit that in most of the bids being issued by the Indian Government utilities across the country, a weightage of 70% is given to the technical bid and 30% to the financial bid. Hence, it is requested to revise the criteria as follows: “..... <i>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70, and P = 30</i> ”	Condition in RFP will prevail
8.8	Point No. B2 and C2 under 8.3.1.4.2- Key Personal/ Technical Evaluation/ Page No.: 18	Additional 1 marks if the proposed resource is having PhD or M.Tech. qualification	It is requested to replace PhD or M.Tech. with Post-Graduation Qualification. Hence, it is requested to revise the criteria as follows: “ <i>Additional 1 marks if the proposed resource is having Post-Graduation qualification</i> ”	Condition in RFP will prevail
8.9	Point No. E2 under 8.3.1.4.2- Key Personal/ Technical Evaluation/ Page No.: 18	Onsite resource (Stakeholder Communication and Transaction Expert) Qualification & Experience: Degree/ Diploma in Mass Communication with 4 years experience in relevant field – 6 Mark	It is requested to kindly elaborate the specific experience required for Stakeholder Communication and Transaction Expert.	The statement is self explanatory
8.10	Point No. 8.3.1.4.3.1 / Financial capabilities/ Page No.: 18& 19	Average annual turnover of the firm in the field of Energy Conservation (Average of FY 15, FY 16 and FY 17) > INR 2 Cr- 2 marks > INR 5 Cr- 5 marks	It is submitted that only a few firms have considerable experience in the field of energy conservation and further not much work has been done in this area in the past. Hence, the criteria of annual turnover in the field of energy conservation will favor only a few firms. Therefore, it is requested to	Condition in RFP will prevail

S. N	Clause	Present Clauses in the Tender	Our Queries/Suggestions	
		> INR10 Cr- 10 marks > INR 20 Cr- 15 marks > INR 30 Cr- 20 marks	kindly consider the overall turnover of the bidders in the area of providing consulting services in this criteria. Also, since the minimum required turnover limit is INR 30 Cr. So the bifurcation for the 20 marks must be revised. Hence, it is requested to revise the criteria as follows: Average annual turnover of the firm in providing consultancy services(Average of FY 15, FY 16 and FY 17) > INR 30 Cr- 2 marks > INR 35 Cr- 5 marks > INR 40 Cr- 10 marks > INR 45 Cr- 15 marks > INR 50 Cr- 20 marks	
8.11	Point No. A1-8.3.1.4.1/ Firm's Experience/ Page No.: 18	Experience of executing PMU projects (Completed/ Ongoing) in the domain of Infrastructure/ Power/Renewable/ Energy Efficiency/ DSM/ Energy Conservation.....	Since the work to be executed comprises of PMC. So it is requested to count the experience of executing PMC projects as well. Hence, it is requested to revise the criteria as follows: <i>“Experience of executing PMC/PMU projects (Completed/ Ongoing) in the domain of Infrastructure/ Power/Renewable/ Energy Efficiency/ DSM/ Energy Conservation.....”</i>	PMC is company who is establishing PMU with persons posted at UPNEDA, hence amendment is not required.